



Carrie Eklund
Central Services Manager
Finance Department

**INVITATION TO BID
BULK LUBRICANTS
BID NO.: 911-PW-109**

9/16/11

Name of Bidding Firm: _____

Address _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-Mail: _____

Bid Opening Time and Date 11:00 a.m., Local Time, Wednesday, October 5, 2011

Bids will be accepted until the specified opening time and date. Any bidder attempting to deliver after the opening time and date will be refused.

Bid Deposit/Bid Bond: NO

Prevailing Wage NO

Performance Bond: NO

PLEASE MARK THE RETURN SEALED ENVELOPE:

1. Bid Opening Date and Time
2. Title of Job
3. Bid Number

RETURN BIDS TO:

City of Rockford
Central Services Manager
425 East State Street, 4th Floor
Rockford, Illinois 61104
Telephone: (815) 987-5560

BIDS SUBMITTED BY FASCSIMILE OR E-MAIL WILL NOT BE ACCEPTED

BID RESULTS:

Bid results may be obtained by telephone at (815) 987-5560, by fax at (800) 380-7174, or at www.rockfordil.gov

CITY OF ROCKFORD, ILLINOIS—BIDDING GENERAL CONDITIONS

1. Pricing. The bidder shall insert price for all bid items and all other information requested in these specifications. The price shall be the *full, delivered cost* to the City of Rockford with no additions.
2. Total versus “Per Item” Awards. The City generally awards contracts based on a lump sum basis to the lowest responsible and responsive bidder. However, the City may choose to award on a per item basis. Therefore, each bidder must submit pricing for each item indicated on the bid forms. Bidders must clearly indicate which items are bid and which are not.
3. Delivery of Merchandise. Delivery terms will always be Freight On Board (FOB)—Destination. The City of Rockford accepts no responsibility for the condition of any merchandise purchased prior to acceptance by City Personnel. Failure to comply with this requirement may constitute rejection of the bid.
4. Acceptance of Merchandise at Delivery. The City of Rockford reserves the right to refuse acceptance of delivered merchandise that differs substantially from the specifications in this invitation to bid or as otherwise permitted by Illinois law.
5. Prompt Payment Act. The City of Rockford intends to comply with the governmental prompt payment act. The awarded vendor will be paid upon submission of invoices to: City of Rockford Accounts Payable, 425 East State Street, Rockford, IL 61104.
6. Legal Compliance. The vendor awarded this contract will comply with all Federal, State, County, and City laws, ordinances, rules and regulations, which in any manner affect the product or service placed for bid herein. Lack of knowledge on the part of the awarded vendor of applicable law will in no way be cause for release of this obligation. If the City becomes aware of violation of any laws, ordinances, rules and regulations on the part of the awarded vendor, it reserves the right to reject any bid, cancel any contract, and pursue any other legal remedies deemed necessary.
7. Legal Requirements. This contract sets forth the entire final agreement between the City of Rockford and the bidder and shall govern the respective duties and obligations of the parties. The validity of this contract, and any disputes arising from the contract, shall be governed by the laws of the State of Illinois. Any litigation under this agreement shall be resolved in the trial courts of Winnebago County, State of Illinois. Should a provision of this contract be declared invalid by a court of competent jurisdiction, it shall not affect the validity of the remaining provisions of the contract.
8. Safety. Prevention of accidents at any project is the sole responsibility of the awarded vendor and its subcontractors, agents, and employees. The awarded vendor, its subcontractors, agents, and employees shall be fully and solely responsible for the safety of this project. The awarded vendor shall retain exclusive and direct control over the acts or omissions of its subcontractors, agents and employees, and any other persons performing portions of the work and not directly employed by the awarded vendor.
9. Criminal Background Check. When necessary for the protection of citizens and/or City staff, the City may require an awarded vendor to conduct a criminal background check on all of its personnel who will have direct contact with City facilities or residents/businesses served under this contract. Personnel are defined as representatives, agents, employees, subcontractors, or anyone else who will be utilized to fulfill obligations under this contract. Criminal background checks, at a minimum, shall consist of a county level felony and misdemeanor

check for each county in which the personnel resided in the last 10 years. The awarded vendor shall notify the City of any of its personnel who have been convicted of a felony or misdemeanor prior to commencing any work under this contract. At the City's discretion, personnel with any felony or misdemeanor convictions which raise a concern about the safety of building, property, or City staff/resident's personal security, or is otherwise job related (as determined by the City) shall not perform work under this contract. Once given notice that a background check(s) will be required, it must be completed within 14 calendar days so as to not delay work to be completed.

10. Control of the Work. With respect to the awarded vendor's own work, the City shall not have contractual, operational, and/or supervisory control over and/or charge of the work and shall not be responsible for construction means, methods, techniques, sequences, procedures, and programs in connection with the awarded vendor's work, since these are solely the vendor's responsibility under the agreement. The City shall not be responsible for the awarded vendor's failure to carry out the work in accordance with the agreement's terms and conditions. The City shall not have control over and/or charge of acts or omissions of the awarded vendor, its subcontractors, and/or their agents or employees, or any other person performing portions of the work not directly employed by the awarded vendor. The awarded vendor shall be considered to be an "independent contractor" pursuant to Illinois law.

11. Bid Bond. When required on the cover sheet, a bid bond for not less than 5 percent of the bid amount must accompany all bids as a guarantee that if the bid is accepted, the bidder will execute and file the proper contract. A bank cashier's check, bank draft, or certified check equal to the amount specified is acceptable in lieu of a bid bond. Bid bonds of the two lowest firms will be retained until the contract is awarded.

12. Performance Bond. When required by the specifications herein, the awarded vendor shall furnish a performance bond equal to the amount of the contract, acceptable to the City, within 14 calendar days after notification of contract award. Failure to furnish the required bond within the time specified may be cause for rejection of the bid and any bid deposit may be retained by the City as liquidated damages and not as a penalty.

13. Taxes. No charge will be allowed for taxes from which the City of Rockford, Illinois is exempt. The City of Rockford, Illinois is not liable for the Illinois Retailers' Occupation Tax, the Service Occupation Tax or the Service Use Tax. The City is exempt from the Federal Excise and Transportation Tax.

14. Withdrawal of Bids. Firms may withdraw or cancel their bids at any time prior to the advertised invitation to bid opening. After the opening time, no bid shall be withdrawn or cancelled. All bids shall be firm and valid for a period of sixty (60) calendar days. If a bidder to whom a contract is awarded refuses to accept the award, the City may, at its discretion, suspend the bidder for a period of time up to three (3) years.

15. Subcontracting. The bidder shall provide information for all subcontractors, leased operators/equipment, and suppliers and all other information requested in the Subcontractor and Supplier Detail Forms attached. Requests for deviations from the completed detail forms submitted must be made in writing, and reviewed and approved by the City's Diversity Procurement Officer and the Central Services Manager or designee. The awarded vendor may not subcontract any portion of the contract after award without written consent of the City of Rockford Central Services Manager. When subcontractors are used, the awarded vendor is required to pay subcontractors promptly after completion of work. Delay of payment is prohibited.

16. Termination of Contract. The City of Rockford reserves the right to terminate the contract in its entirety or in portions, upon written notice to the awarded vendor, if the Rockford City Council does not appropriate sufficient funds to complete the contract or in the event of default by the awarded vendor. Default is defined as failure of

the awarded vendor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default, the City may purchase the product(s) and/or service(s) from other sources and hold the defaulting company responsible for any excess costs occasioned thereby. The City may require payment of liquidated damages for non-performance. Should default be due to failure to perform or because of a request for a price increase, the City reserves the right to remove the firm from the City's bidder list for a period of up to three years.

17. Late Bids and Proposals. Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the awarded vendor at their request and expense.

18. EEO Forms. Each firm shall be required to submit with its bid information all EEO forms included in the invitation to bid package. Any bid which fails to include the properly completed compliance items will not be read and will not be considered. All subcontractors shall also be required to comply with the same EEO forms as the firm.

19. Restrictive or Ambiguous Specifications. It is the responsibility of the bidding firm to review the invitation to bid specifications and to notify the Central Services Manager if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or invitation to bid procedures must be received by the Central Services Division not less than seventy-two hours prior to the time set for the opening. In the event a contract term is not defined within the contract document, the term will be given its ordinary dictionary definition.

20. Bid Protest. Firms wishing to protest bids or awards shall notify the Central Services Manager in writing within 7 days after the invitation to bid opening. The notification should include the bid number, the name of the firm protesting, and the reason why the firm is protesting the bid. The Central Services Manager will respond to the protest within seven (7) calendar days. A successful protest may result in the reversal of a previously awarded contract.

21. Disputes. In case of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the Central Services Manager, or authorized representative shall be final and binding to all parties. The Central Services Manager has the right to waive technicalities as they see fit. The Central Services Manager may request a written recommendation from the head of the department using the equipment or service being procured.

22. Exceptions. Any deviations from these specifications shall be noted and submitted with the bid. Failure to address deviations from specifications may result in bid rejection.

23. Acceptance/Rejection of Bids. The City of Rockford reserves the right to accept or reject any or all bids or proposals at any time, for any reason, including but not limited to the Rockford City Council not appropriating sufficient funds to purchase equipment or complete the contract. The City may make awards in any manner deemed in the best interest of the City.

24. Prevailing Wage. When indicated on the cover page of this document, this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"). The Act requires awarded vendors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe

benefits) in the county where the work is performed. When required, awarded vendors are responsible for paying current prevailing wage rates, as posted on the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. It is the awarded vendor's responsibility to verify current wage rates, as they are updated monthly. All awarded vendors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice, and record keeping duties.

25. Certified Payroll. All Certified Payroll reports required to be submitted under the Prevailing Wage Act, 820 ILCS 130, must be submitted monthly via email, in Excel or some format compatible with Excel, to certified.payroll@rockfordil.gov.

26. Substance Abuse Prevention. When required by Illinois State Statutes, awarded vendors must have in place and file with the City a written program for prevention of substance abuse among its employees. This program must include pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing, as required by the Substance Abuse Prevention on Public Works Projects Act.

27. Apprenticeship Requirement. For construction contracts over \$50,000, awarded vendors must participate in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all Trades that will be in the awarded vendor's (or his subcontractor's) employment, with each worker receiving the required apprenticeship/training appropriate to his trade. Owners or work performed by owners is not exempt from the apprenticeship and training requirement.

28. Indemnification. To the fullest extent permitted by law, the awarded vendor shall indemnify and hold harmless the City, its officers, representatives, elected and appointed officials, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the awarded vendor's performance of work under this agreement, and indemnifies and agrees to defend and hold harmless the City against any and all losses, claims, damages, and expenses arising from the work performed hereunder of the erection, construction, placement, or operation of any scaffold, hoist, crane, stay, ladder, support, or other mechanical contrivance in connection with such work including but not limited to losses, claims, damages, and expenses arising pursuant to claims asserted against the City pursuant to theories premised upon section 414 of the Restatement (Second) of Torts and section 343 of the Restatement (Second) of Torts.

This indemnification agreement shall not be limited in any way by any limitations on the amount or type of damages, compensation, or benefits payable by or for the awarded vendor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155, 585 N.E.2d 1023 (1991) in Illinois.

Further, the awarded vendor agrees that it is solely responsible for compliance with all safety laws applicable to the work performed hereunder, including but not limited to the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1960 and all standards and regulations which have been or shall be promulgated by the agencies which administer the Acts.

Under no circumstances shall the awarded vendor, its subcontractors, agents, and employees be required to indemnify the City for its own negligence.

29. Officers. Each bidder affirms, by submission of a response to this bid or request for proposals, that no officer of the City of Rockford, Illinois, is directly or indirectly interested in the proposal for any reason of personal gain.

30. Non-Waiver. The failure by the City to require performance of any provision shall not affect the City's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

31. Professional Services Selection Act. The City of Rockford intends to comply with 50 ILCS 510/5 governing the selection of professional services. Any reference in these terms and conditions to supplying pricing or price as a determining factor in selection do not apply for services covered by said act.

32. The City of Rockford reserves the right to accept or reject any and all proposals and to waive technicalities in submitted bids.

**BID REQUIREMENTS FOR
EQUAL EMPLOYMENT OPPORTUNITY**

All bidders seeking to do business with the City of Rockford are **REQUIRED** to submit with any formal, sealed bid all of the following documents and information, attached herewith, completed and signed:

1. Equal Employment Opportunity Affirmative Action Plan Statement of Policy.
2. The Statement of Non-Compliance and Certificate of Non-Segregated Facilities.
3. The Contractor or Vendor Workforce Data Form listing all current employees, by classification, directly employed by the bidder. All categories of information requested must be supplied.
Note: The number of employees must be entered under each category (no check marks)

Below are the Federal definitions of the following racial groups accepted as minorities by the City of Rockford:

Black: A person having origins in any of the Black racial groups of Africa, not of Hispanic origin.

Hispanic: A person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race.

Asian: A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Republic and Samoa.

American Indian or Alaskan Native: A person having origins in any of the original peoples of North America.

4. Your State of Illinois Pre-Qualification Certification Number, issued by the Illinois Department of Human Rights for the Illinois Department of Human Rights Act, **must provide expiration date entered in the place provided therefore.**
5. Certificate of Non-Barred Bidding
6. All executed Subcontractor/Leased Operator and Supplier forms.

If you have not obtained your State of Illinois Pre-Qualification Number (item #4), by signing these documents you agree to make application for this number within 30 days from the date of bid opening.

ANY BID WHICH FAILS TO INCLUDE THE CITY OF ROCKFORD EEO PAGES 2, 4, AND 5, COMPLETED AND SIGNED WITH YOUR SEALED BID WILL NOT BE READ AND WILL NOT BE CONSIDERED – NO EXCEPTIONS.

Falsification of any required Equal Employment Opportunity or Affirmative Action information on the part of the bidder could result in rejection of the bid submitted or in the case where a contract has already been awarded, in the cancellation of said contract.

Any questions pertaining to E.E.O. requirements should be addressed to Ron Moore, Diversity Procurement Officer, Legal Department, 425 East State Street, Rockford, Illinois 61104, Phone: (815) 987-5622 or ron.moore@rockfordil.gov

EQUAL EMPLOYMENT OPPORTUNITY
AFFIRMATIVE ACTION PLAN
STATEMENT OF POLICY

It is the policy of this company, _____
to provide equal employment opportunity without regard to race, religion, color, national origin, handicap, age or sex through a program of positive action affecting all employees. In this program, our company carries out the requirements of Federal Executive orders 11246 and 11375, Civil Rights Act of 1964, Equal Employment Act of 1972, and all other applicable laws, and indicates its active support of the principle of equal opportunity in employment.

At present, _____ % of our work force are minorities and _____ % of our work force are females, and we will attempt to utilize minorities and females through a positive, continuing program in all jobs for which we contract in the future. Our company will utilize referrals from the City of Rockford's Diversity Procurement Officer for use of minorities and females regarding any future job vacancies.

It is also our intent to make efforts to purchase supplies or equipment from small business concerns located in the City of Rockford or counties of Winnebago or Boone and owned in substantial part (at least 51 per cent) by minorities or females.

_____ is the official who will be responsible for implementing this policy statement.

_____ will be designated as the Equal Opportunity Officer in our company, responsible for submission of all required equal employment opportunity documents.

In addition, _____ is hereby authorized to sign payroll as well as this company's officers. (NOTE: If only officers will be authorized to sign payrolls, please fill in "No One" in this space.)

STATEMENT OF NONCOMPLIANCE

If the equal employment opportunity hearing committee determines that a contractor, subcontractor/leased operator of equipment or bidder is not in compliance with this chapter, (also known as Chapter 11, Article III the City of Rockford Equal Opportunity Employment Ordinance), the hearing committee shall issue and serve upon such person a written statement of noncompliance setting forth the manner in which it finds such person has violated this chapter, and imposing and/or requiring appropriate sanctions, including, but not limited to any and/or all of the following:

- a. Denying, suspending or revoking qualifications, or declaring the contractor or subcontractor irresponsible and ineligible for future contracts or subcontracts until such time as the contractor or subcontractor shall demonstrate to the equal employment opportunity hearing committee that it is in compliance;
- b. Withholding or delaying payment on the contractor or;
- c. Suspending, avoiding or canceling contract work.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid.

The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors/leased operators of equipment for specific time periods) he/she will obtain identical certification from proposed subcontractors/leased operators of equipment from the provisions of the Equal Opportunity clause, and that he/she will retain such certification in his/her files.

CONTRACTOR OR VENDOR WORKFORCE DATA FORM

BIDDERS NAME:

NUMBER OF ALL EMPLOYEES MUST BE ENTERED FOR EACH CATEGORY ---

(No Check Marks Or Bid Will Not Be Accepted)

ALL JOB CLASSIFICATIONS	MALES					FEMALES				
	W	B	H	A	I	W	B	H	A	I

W - WHITE B - BLACK H – HISPANIC A - ASIAN OR PACIFIC ISLANDER I - AMERICAN INDIAN

ILLINOIS DEPARTMENT OF HUMAN RIGHTS CERTIFICATION

Our Illinois Department of Human Rights Number is:

Must Provide Expiration Date:

CERTIFICATE OF NON-BARRED BIDDING

The undersigned certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid rigging or bid rotating. The undersigned also certifies that current or prospective employees, contractors, and subcontractors/leased operators of equipment are not listed as Excluded Individuals/Entities with the US Government, as maintained by the US General Services Administration.

By signing below, the firm agrees that all information provided in the previous pages is accurate, and that if the firm below does not currently have a Department of Human Rights number they will apply for one within thirty days with the State of Illinois.

Authorized Signature

Title

Firm

Our firm is a:

Minority Business Enterprise

City-Certified? Yes _____ No _____

Women Business Enterprise

City Certified? Yes _____ No _____

Neither

(Revised 12/21/09)

BULK LUBRICANTS
Bid No.: 911-PW-109

SPECIFICATIONS

1.0 Scope

The City of Rockford is seeking bids for bulk lubricants for its vehicle maintenance facilities at the Public Safety Building (PSB) and at the Central Garage – City Yards.

2.0 Applicable Regulations

Vendors submitting bids shall be aware that the products must comply with all Federal (OSHA, EPA and DOT), State and local regulations and laws in effect at the time of the bid opening. All products must also meet the new standards for EGR engines.

3.0 General Requirements

- 3.1 Equivalency: The City of Rockford shall be the sole and final judge as to whether any substitute is of equivalent or better quality. This decision is final and will not be subject to recourse by any person, firm, or corporation.
- 3.2 Product Evaluation: Bidders must supply a Material Product Sheet for each product bid. The City of Rockford reserves the right to take samples of products delivered and submit these to an independent laboratory for analysis and comparison to the Material Product Sheets. The City of Rockford reserves the right to cancel this contract within five (5) days if the bidder's product does not meet requirements as stated herein.
- 3.3 Basis of Award: The contract will be awarded to the lowest responsible and responsive bidder
 - 3.3.1 Evaluation Team: An evaluation team will be used to review the bids submitted. This evaluation team shall consist of at least one person from each the Finance and Public Works Departments.
 - 3.3.2 Evaluation of bids: All qualified bids will be evaluated by the evaluation team using the set criteria identified in the specific requirements section. The evaluation team shall award this contract to the vendor that is able to deliver the product specified in this document for the lowest price.
 - 3.3.3 Determination of Responsible and Responsive Bidders: The City reserves the right to request any information necessary to determine a vendor's ability to provide the desired product. This may include standard specification information, references from other clients, and a site visit to preview vehicles. If these information requests are denied, the City reserves the right to reject the bid.
- 3.4 Delivery Dates: Delivery of the bulk lubricants specified shall be made in the quantities and at the time required by the City throughout the contract period. Delivery must be made within 48 hours of an order.
- 3.5 Contact Person: All questions regarding these specifications are to be directed to Carrie Eklund, Central Services Manager, at (815) 987-5565.

4.0 Specific Requirements

- 4.1 Background: The City operates vehicle maintenance facilities at the Public Safety Building (PSB) and at Central Garage (CG), City Yards. Bulk lubricants are used in the approximate annual quantities indicated in the table below. Actual quantities may vary from the estimates. The above figures are not to be considered as minimum or maximum quantities, which will be purchased from the successful vendor.

Description	Usage	Site	Annual Quantity
SAE 10/30 Oil	Bulk	Central Garage	500 gallons
SAE 15/40 Oil	Bulk	Central Garage	750 gallons
SAE 10/30 Oil (quarts)	Quarts	PSB	360 quarts
32 Hydr. Fluid	Bulk	Central Garage	440 gallons
TDH Hydr. Fluid	Bulk	Central Garage	150 gallons
ATF	Bulk	Central Garage	100 gallons
#46 Heat Transfer Oil	55 gal drum	Central Garage	550 gallons
80/90 Gear Oil	120# kegs	Central Garage	1200 pounds
Diesel Exhaust Fluid	1 gallon jugs	Central Garage	100 gallons
5/20 Full Synthetic Oil	Bulk	Central Garage	250 gallons
50/50 Antifreeze	Bulk	Central Garage	250 gallons
Full Strength Antifreeze	Bulk	Central Garage	100 gallons
Heavy Duty Trans. Fluid	Bulk	Central Garage	50 gallons

- 4.2 Technical Specifications: Bulk lubricants must meet or exceed the following technical specifications.

- 4.2.1 Engine Oil, SAE 15W-40: Premium Heavy Duty CJ-4 engine oil meets API service classification CJ-4, CI-4 Plus, CI-4, CH-4, CG-4, CF-4, CF/SM, SL, SJ, SH. It is suitable for use in applications calling for Mack EO-O Premium plus, Volvo VDS-4, DDC Power guard oil specification 93K218, Cummins CES 20081, Renault RLD-3, ACEA E7. It is recommended for Caterpillar ECF-1a, ECF-2, ECF-3, Mack EO-N premium plus 3, Mack EO-N premium plus, EO-M, Mercedes Benz 228.31, MAN 3275, DDC/MTU Series 2000/4000 category 1 and 2 engine performance, Cummins CES 20077, 20076, Volvo VDS-3, DHD-1, ACEA E7-04 E5 and E3, JASO DH-2.
- 4.2.2 Engine Oil, SAE 10W-30: Premium Synthetic Blend, Meets API service category SM, SL, and SJ, complies with ILSAC GF-4 (5W20, 5W30, & 10W30) requirements. Meets Honda service fill specifications, GM 6094M specification (SAE 5W-20, SAE 5W30, and SAE 10W30) and Toyota.
- 4.2.3 Automatic Transmission Fluid: Mercon (M931003)/Dexron III (F-30159); index, min 150; ASTM D-665A, rust test, pass; GM Foam Text, Pass; Viscosity, Brookfield, CP, -10 Fahrenheit, Max 4000; ASTM D-130, copper corrosion test, should be negligible.
- 4.2.4 TDH, Multi-functional Transmission/Hydraulic Fluid: ASTM D-97, pour point, max -40 Fahrenheit; ASTM D-2270, viscosity index, min 141; viscosity, Brookfield, CP max -18 Celsius, 5500; Cat T0-2, Allison C-3/C-4, John Deere Quatrol Q-41.
- 4.2.5 Anti-wear Hydraulic Oil, ISO Viscosity Grade 32: ASTM D-92. Flash point 400 Fahrenheit minimum; ASTM D-97, pour point, -25 Fahrenheit max; ASTM D-2270, viscosity index, 90 min.; ASTM D-943, oxidation stability, hrs. to 2.0, acid number 3000 min; ASTM D-1401, demulsibility min to ML max, 30 Max.
- 4.2.6 #46 Heat Transfer Oil: Citgo Hytherm Oil #46 or equal.
- 4.2.7 80/90 Gear Oil: Premium GL-5 gear oils meet the requirements of U.S. military specification MIL-L-2105D, MIL-L-2105E and Mack GO-G, GO-H, and GO-J

- 4.2.8 Diesel Exhaust Fluid: ISO-22241-1 standard
- 4.2.9 5/20 Full Synthetic Oil: Dexos approved
- 4.2.10 50/50 Antifreeze: All makes, all models
- 4.2.11 Full Strength Antifreeze: Equivalent to Shell ELC.
- 4.2.12 Heavy Duty Trans. Fluid: Equivalent to Shell Donax TX
- 4.3 There will be no deposit on drums. Vendor must pick up empty drums upon delivery of new product.
- 4.4 Contract Length: The initial duration of the contract for bulk lubricants will be one (1) year. The contract may be extended on a yearly basis for an additional four (4) years at the mutual agreement of both parties, providing that such agreement to extend shall have been made in writing and signed by both parties and provided such extension is made following the same parameters established in the original contract.
- 4.5 Price Adjustment: For the duration of the contract, price increases are allowed, provided the vendor supply updated price lists at least one (1) week preceding any pricing augmentation. Price increases are justified only as a method of preserving the vendor's profit margin realized at the inception of the contract term, i.e. a manufacturer's price increase that becomes an expense passed on to the vendor justifies an increase in the cost incurred by the City. The City of Rockford shall be the sole and final judge as to whether or not the justification provided is adequate. This decision is final and will not be subject to recourse by any person, firm or corporation.
- 4.6 Submissions: Bidders for bulk lubricants should, in addition to submissions specified elsewhere (e.g. EEO requirements), submit price per gallon or quart (whichever is specified) for each of the lubricants and shall include Material Product Sheets for the products bid.
- 4.7 Site Visits: Bidders are encouraged to make a site visit prior to submitting bids. Appointments can be made with John James, Central Supply Supervisor (815) 987-5740.

5.0 Review of Proposals

The City of Rockford, Illinois will review all proposals once received and reserves the right to reject any and all bids. All bids will be valid for 60 days. Award will be based on price, quality, efficiency of equipment, performance, and the best interests of the City.

BULK LUBRICANTS
Bid No.: 911-PW-109

APPENDIX A

- | | | |
|-----|--------------------------|---------------------------------|
| 1. | SAE 10/30 Oil | \$_____ Per Gallon |
| 2. | SAE 15/40 Oil | \$_____ Per Gallon |
| 3. | SAE 10/30 Oil | \$_____ Per <u>Quart</u> |
| 4. | 32 Hydraulic Fluid | \$_____ Per Gallon |
| 5. | TDH Hydraulic Fluid | \$_____ Per Gallon |
| 6. | ATF | \$_____ Per Gallon |
| 7. | #46 Heat Transfer Oil | \$_____ Per Gallon |
| 8. | 80/90 Gear Oil | \$_____ Per <u>Pound</u> |
| 9. | Diesel Exhaust Fluid | \$_____ Per Gallon |
| 10. | 5/20 Full Synthetic Oil | \$_____ Per Gallon |
| 11. | 50/50 Antifreeze | \$_____ Per Gallon |
| 12. | Full Strength Antifreeze | \$_____ Per Gallon |
| 13. | Heavy Duty Trans. Fluid | \$_____ Per Gallon |

Person, Firm or Corporation

Authorized Signature

Date